

REMARKS

Claims 1, 13, 17, 22, and 29 have been amended to clarify the subject matter regarded as the invention. Claims 1 – 31 are pending.

The Examiner has rejected independent claims 1, 17, and 22 under 35 U.S.C. 103(a) as being unpatentable over Ausubel in view of Takeshi.

The rejection is respectfully traversed. Independent claims 1, 17, and 22 have been amended to recite, “said term of agreement includes at least one of: lead time, labor rate, and contract length.” For convenience and without limitation, support for the amendment can be found at page 4, line 17. Ausubel discloses in Col. 4, lines 21 – 29 bidders in an auction specifying the particular objects or number of objects desired by that particular bidder. Takeshi discloses a quality (QOS) request for “specifying the bid price and the resources and requesting the service” and an information service quality control system for “assigning the resources corresponding to the bid price and providing the service.” Neither Ausubel nor Takeshi disclose a “term of agreement [that] includes at least one of: lead time, labor rate, and contract length” as recited in claims 1, 17, and 22. Claims 1, 17, and 22 are therefore believed to be allowable.

Claims 2 – 12, 18 – 21, and 23 – 28 depend respectively from claims 1, 17, and 22 and are believed to be allowable for the same reasons described above.

The Examiner has rejected independent claim 13 under 35 U.S.C. 103(a) as being unpatentable over Ausubel in view of Parunak et al. and in further view of Takeshi.

The rejection is respectfully traversed. Independent claim 13 has been amended to recite “said term of agreement includes at least one of: lead time, labor rate, and contract length.” Parunak et al. describe in paragraphs [0125] – [0127] a buyer and a seller’s relative rankings or preferences for certain materials with respect to other materials. Ausubel discloses in Col. 4, lines 21 – 29 bidders in an auction specifying the particular objects or number of objects desired by that particular bidder. Takeshi discloses a quality (QOS) request for “specifying the bid price and the resources and requesting the service” and an information service quality control system for “assigning the resources corresponding to the bid price and providing the service.” Ausubel, Takeshi, and Parunak et al. do not disclose a “term of agreement [that] includes at least one of:

lead time, labor rate, and contract length” as recited in claim 13. Claim 13 is therefore believed to be allowable.

Claims 14 – 16 depend from claim 13 and are believed to be allowable for the same reasons described above.

The Examiner has rejected independent claim 29 under 35 U.S.C. 103(a) as being unpatentable over Ausubel in view of Popolo and in further view of Takeshi.

The rejection is respectfully traversed. Independent claim 29 has been amended to recite “said term of agreement includes at least one of: lead time, labor rate, and contract length.” In Col 14, line 50 – Col 16, line 24 of Popolo, a potential buyer is able to view the characteristics or specifications of an item being sold (e.g., gauge, width, and weight are shown in Panel #3) and/or search for certain commodities, dimensions, or sellers before making a bid. Ausubel discloses in Col. 4, lines 21 – 29 bidders in an auction specifying the particular objects or number of objects desired by that particular bidder. Takeshi discloses a quality (QOS) request for “specifying the bid price and the resources and requesting the service” and an information service quality control system for “assigning the resources corresponding to the bid price and providing the service.” Ausubel, Takeshi, and Parunak et al. do not disclose a “term of agreement [that] includes at least one of: lead time, labor rate, and contract length” as recited in claim 29. Claim 29 is therefore believed to be allowable.

Claims 30 – 31 depend from claim 29 and are believed to be allowable for the same reasons described above.

The foregoing amendments are not to be taken as an admission of unpatentability of any of the claims prior to the amendments.

Reconsideration of the application and allowance of all claims are respectfully requested based on the preceding remarks. If at any time the Examiner believes that an interview would be helpful, please contact the undersigned.

Respectfully submitted,

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